

SOLICITATION NO. B14-132

SECTION I - SOLICITATION

INTRODUCTION

GOVERNMENT RELATIONSHIP: This contract is awarded by SAIC-Frederick, Inc. under prime contract with the Frederick National Laboratory for Cancer Research. The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Seller and the Government.

A. SUPPLIES OR SERVICES AND PRICING

A.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

Blanket Purchase Agreement for Biologicals

A.2. TYPE OF CONTRACT

This is an indefinite quantity/indefinite delivery contract for which the price is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

A.3 PRICE/COSTS

SAIC-Frederick is eligible for NIH/NCI BPA pricing, NIH/NCI discount pricing, Federal Supply Schedule pricing and/or Open Market pricing, whichever is most advantageous.

Item No.	DESCRIPTION	TERM	INITIAL TERM PRICE	RENEWAL OPTION 1 (YEAR 2)	RENEWAL OPTION 2 (YEAR 3)
	Blanket Purchase Agreement for products listed below. Estimated Yearly Usage.	1 Year	\$1,000,000.00	\$1,000,000.00	\$1,000,00.00

_____ % Discount

_____ % Prompt Payment Discount Terms

Quote Number: _____

GSA/VA# - _____

Please indicate whether any products are produced from Human Cell Lines or other human derivatives. If so, provide specific listing with proposal. Yes ___ No___

B. SPECIFICATIONS/WORK STATEMENT

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1. The contractor shall provide the products specified herein.
2. Offerors are requested to quote on the items as listed, see Attachment A.1 Market Basket. Proposals for equivalent or alternate products will be considered non-responsive.
3. The products referenced on the Market Basket are based on past usage. Products ordered through this contract may include the items referenced but shall not be restricted solely to those items.
3. Offerors are requested to provide a price list for the Frederick National Laboratory for Cancer Research.

C. CONTRACT TERMS/LOGISTICS

C1. Period of Performance

1. Initial Term of contract is 9/28/13 through 9/26/14, with two (2) one-year options to renew.
2. Funding. Offers of a multi-year agreement will be considered; however funds are not presently available for option years; obligation to purchase is contingent upon the availability of appropriated funds.
3. Dollar amount shown is an estimate only and shall not be construed as a guarantee.
4. Pricing. SAIC-Frederick, Inc. is eligible for NIH/NCI BPA pricing, NIH/NCI discount pricing, and Federal Supply Schedule pricing. If the items offered are on FSS, the contract number must be cited and a copy of the GSA or VA schedule must accompany the offer. If items are not offered on FSS, current price list must be submitted with this solicitation.
5. F.O.B. All offers must be F.O.B. destination, and freight may be paid or prepaid and add. F.O.B. (Free on board) is defined as the buyer does not take ownership of the goods until delivered at the SAIC-Frederick, Inc. dock.

C2. Additional Charges/Fees

1. Offeror must state any and all fees that could be applicable to any contract awarded from this solicitation such as dry ice, hazardous material fee, estimate fee, etc. Payment of these charges will not be made unless they are stated in the proposal as individual line items for each charge.
2. Offers which contain administrative fees, processing fees, expediting fees, or insurance fees shall be considered non-responsive.
3. Any shipping charges must be identified/listed in the response for evaluation.

C3. Offers

1. Offers must be signed, dated, and received at the place and time required in Block 8 of form PUR59.

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2. Offers must be compliant with all solicitation requirements in order to be eligible for an award.
3. Offers must return the proposal with the solicitation number (see Block 5 of form PUR59) clearly visible on the submission, such as e-mail or fax subject line. SAIC-Frederick, Inc. is not responsible for the handling of any offers not returned in this manner.
4. By offer submission, the offeror agrees that in the event the prime contract of SAIC-Frederick, Inc. is succeeded by a successor contractor as selected by the Government, before any award by SAIC-Frederick, Inc., the offer may be assigned to the successful contractor.
5. Discounts quoted shall be firm for the contract period; offers which cite a reduction in discounts shall not be considered.
6. Certificate of analysis must accompany each shipment, upon request.

C4. Award

1. Any award made as a result of this solicitation shall be in the form of an indefinite quantity/indefinite delivery contract for the items listed.
2. Award of any order as a result of this solicitation will be made on an all or none basis
3. Award of this solicitation may be made without discussion.
4. Award of any order as a result of this solicitation will not be made to any supplier with evident deficient past performance as documented in the SAIC-Frederick, Inc. vendor file.

SPECIAL CONTRACT REQUIREMENTS

1. Prices quoted shall be firm for the contract period; offers that include an escalation clause shall be considered non-responsive.
2. **Non-solicitation of SAIC-Frederick Employees.** Vendor acknowledges that SAIC-Frederick has made a substantial investment in its human resources, including the recruitment and training in its staff and employees. As such, the Vendor, in accepting this offer, shall neither directly or indirectly, without the prior written consent of SAIC-Frederick solicit (or cause a third-party affiliate to solicit), hire or engage any SAIC-Frederick employee involved in any way in this solicitation, the applicable SOW and this contract until six (6) months after the expiration or termination of this Agreement or the final delivery of any goods or services under this Agreement. Vendor further acknowledges that determining the damages in the event of a breach of this provision is difficult and therefore agrees that in the event of a breach of this provision of this Agreement by the Vendor, SAIC-Frederick may be entitled to damages including but not limited to return of all monies paid under this Agreement.

D. DELIVERY/PERFORMANCE/INSPECTION AND ACCEPTANCE

D1. DELIVERY ORDERS:

1. There shall be neither minimum nor maximum quantities per delivery order.

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2. Delivery orders shall be issued either by the SAIC-Frederick, Inc. Purchasing Department or by authorized SAIC-Frederick, personnel.
3. All deliveries shall be directed to the Receiving Warehouse at the address listed in Block 14 of form PUR59
4. Any deliveries to alternate SAIC-Frederick/FNLCR locations will be communicated to customer service at the time the delivery order is placed.
5. Delivery shall not be made on any of the below listed holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents Day	Columbus Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Delivery shall be scheduled for the following work day.

6. All items must be packaged and shipped in accordance with applicable federal regulations and must be marked with SAIC-Frederick, Inc's appropriate purchase order number.
7. Initial inspection upon receipt at SAIC-Frederick, Inc. shall be confined to obvious external damage to shipment containers. SAIC-Frederick, Inc. accepts no responsibility for concealed damages.
8. **Delivery orders will be delivered within _____ days after receipt of order. Offeror must provide delivery time.**

D.2 SPECIAL DELIVERY REQUIREMENTS.

1. All delivery order packages, packing slips and invoices must be clearly marked with the appropriate purchase order number. A packing slip must be inside or attached to each box. Boxes without packing slips may be refused.
2. The external packaging label(s) shall indicate the SAIC-Frederick, Inc. purchase order number to allow payment according to the credit terms. Failure to provide the required purchase order number will cause delay of payment and will automatically relegate the credit terms to net 60.
3. The contractor is responsible for the delivery of each item quantity and shall make every effort to deliver the exact quantity ordered. Should any quantities in excess of the allowed quantity be received, the SAIC-Frederick Inc. Has the option to either retain or return the excess quantities. Return of over shipped items will be at the contractor's risk and expense. Retained items will be paid for by the SAIC-Frederick, Inc. at the contract unit price.

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4. All delivery orders against this contract shall be subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

E. EVALUATION

SAIC-Frederick, Inc. will award a contract resulting from this solicitation to the responsible contractor whose offer conforming to the solicitation will be most advantageous, price and other factors considered. The following factors shall be used as the basis of award:

1. Vendor Past Performance
2. Acceptability of Product/Service
3. Complete Subcontracting Plan Submission (if applicable)
4. Price

F. ADMINISTRATION

F1. INVOICE

Proper Invoice. SAIC-Frederick, Inc. shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract. A proper invoice includes, but is not limited to, the invoice date, contract name, contract/purchase order number, description of items or services and corresponding unit and extended total pricing, remittance address, and a contact name to be notified in the event of a defective invoice.

EFT. All payments by SAIC-Frederick, Inc. under this contract shall be made by electronic funds transfer.

Submittal. All invoices will be sent to the address listed in Block 15 of form PUR 59.

Freight: Freight charges must be added as a separate line item on the invoice.

Packing Charges. Charges for chemicals requiring special packing for viability or to meet the Department of Transportation regulations may be invoiced separately provided notification of such charges is stated when order is placed or acknowledged.

G. SPECIAL ADMINISTRATIVE REQUIREMENTS

Self-certification. Offeror must self-certify in the SAM (System for Award Management), <https://www.sam.gov/portal/public/SAM/>.

Offeror will complete the attached Representations and Certifications to be eligible for an award.

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Administrative Information.

Payment Terms: _____
Contact name: _____
Contact phone number: _____
Contact facsimile number: _____
Contact e-mail address: _____

Subcontracting Plan.

In order to be eligible for an award, a Large Business offeror shall submit a Small Business Subcontracting Plan with the proposal submitted in response to this solicitation. Offeror must also provide with the proposal the name, title, telephone number, fax number and e-mail address of the individual who will administer the subcontracting plan.

Period Reports:

The Large Business, who is awarded the contract/subcontract in excess of \$650,000 or \$1 million for construction, must submit the ISR and SSR via the Electronic Subcontracting Reporting System (eSRS) as a lower-Tier Subcontractor for Contract # HHSN261200800001E, DUNS # 159990456. As requested in the submittal through eSRS, Employee to be Notified of Submittal should be entered as hilderbrandmj@mail.nih.gov.

The submission of the data forms must be completed within 30 days of the closing of each reporting period.

- ◆ 1st reporting period Oct 1-March 31st
- ◆ 2nd reporting period Oct 1-Sept 30th

Vendor Catalogs. The distribution of vendor catalogs will be handled as follows: catalogs shall only be sent at the request of the SAIC-Frederick, Inc. Purchasing Department.

Terms and Conditions. The SAIC-Frederick, Inc's Terms and Conditions listed in section 24d of form PUR59.

Questions. Questions concerning this subcontract shall be directed in writing to the person listed in Block 7 of form PUR59 by September, 12, 2013. The written questions received by date above and the answers to those questions will be provided to all offerors.

Proposal Elements. Offeror shall submit a complete proposal that contains the following elements:

- X Complete Solicitation, include ALL pages
- X Form PUR59 with signature and requisite blocks completed
- X Subcontracting Plan, (if applicable)
- X Terms and Conditions
- X Any Market Basket Proposals
- X Name, address, phone number of three recent references
- X Completed Representations and Certifications

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SECTION II - CONTINUATION OF BLOCK 24: CONTRACT CLAUSES AND ADDENDUMS

THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCES:

- 52.212.5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders B Commercial Items (JUN 2009)
- 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003)
- 52.219-8, Utilization of Small Business Concerns (JAN 2011)
- 52.219-9, Small Business Subcontracting Plan (JAN 2011)
- 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999)
- 52.219-22, Small Disadvantaged Business Status (OCT 1999)
- 52.222-54, Employment Eligibility Verification (JAN 2009)
- 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)
- 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423)
- 52.232-30, Installment Payments for Commercial Items (OCT 1995)
- 52.232-34, Payments by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)
- 52.247-64, Preference for Privately Owned US-Flag Commercial Vessels (FEB 2006)
- 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009)
- 52.204-11, American Recovery and Reinvestment Act - Reporting Requirements (MAR 2009)
- 52.215-2, Audit and Records – Negotiation (MAR 2009)
- 52.244-6, Subcontracts for Commercial Items (MAR 2009)

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